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Limitations will not begin to run until there is some one to sue or be sued, but when it has once commenced to run it will not cease for any reason not expressly provided in the statute. And when the period of limitations is changed by a subsequent statute to a shorter period, the period of the former no longer obtains, and upon the determination of the shorter period recovery will be barred.

Limitation—Assumption of Note.—*Stinson v. Aultman, Miller & Co.*, 38 Pac. Rep. 788. Defendant, an attorney, assumed, in writing, a note payable to plaintiffs, who, about the time the note became due, sent it to the defendant for collection. Note returned uncollected, and after seven years the plaintiffs learn of defendant's assumption, and sue him upon it. *Held:* That the defendant's assumption of the note was not harmful to the plaintiffs, and did not interfere with their right of action against the maker of the note; also that an action on the written instrument was barred by the Statute of Limitation which began to run, not at discovery of the written assumption, but at the maturity of the note.

Limitations—Residence in Another State.—*Webster v. Davies*, 62 N. W. Rep. 484 (Neb.). Plaintiff brought action against defendant for several promissory notes executed and delivered in the State of Nebraska, while defendant was a resident of that State. Defendant answered that for more than three years prior to the time the action was brought he had been a resident of Wyoming, and that the statute of the latter State (introduced in evidence) provided that, where an indebtedness of this character arose before defendant went to the State, action must be brought thereon within two years. *Held:* That an action was barred in Nebraska when the defendant had resided in another State for the full period of limitations under the laws of that State, even though the cause of action arose in the former State and the defendant resided there when it arose.

Limitation of Actions—Acknowledgment to Third Party.—*Miller v. Teeter*, 31 Atl. Rep. 394 (N. J.). A bill was brought to foreclose a mortgage, and the answer set up the bar of the statute of limitations. The evidence showed that at the request of the defendant a third party wrote a letter to the complainant concerning a mortgage held by said complainant against the farm of the defendant, saying that the defendant had made arrangements to pay it